

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:
BENNIE WILLIS,	:
	:
Plaintiff,	:
	:
-against-	:
	: Case No. 07 Civ. 3646 (SCR)
LANDAMERICA ONESTOP, INC., d/b/a	:
LAWYERS TITLE SERVICES COMPANY,	:
INC., and/or LAWYERS TITLE	:
INSURANCE CORPORATION, ACRANET	: <u>ANSWER</u>
MORTGAGE SETTLEMENT SOLUTIONS,	:
LLC, d/b/a ACRANET LENDSERV,	:
RICHARD ROVEGNO and LAURA	:
ROVEGNO	:
	:
Defendants.	:
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Defendant Lawyers Title Insurance Corporation ("Lawyers Title"), incorrectly sued herein as LandAmerica Onestop, Inc., d/b/a Lawyers Title Services Company, Inc., and/or Lawyers Title Insurance Corporation, by its attorneys Loeb & Loeb LLP, as and for its answer to the complaint of Plaintiff Bennie Willis, respectfully alleges:

1. Lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs "1", "3", "4", "5", "6", "7", "8", "15", "16", "17", "18", "19", "20", "21", "22", "27", "30", "31", "32", "33", "34", "35", "36", "37", "38", "39", "57", and "58."

2. Denies the allegations contained in paragraph "2", and avers that that Lawyers Title is a corporation incorporated under the laws of the State of Nebraska authorized to engage in the business of title insurance in the State of New York.

3. Denies the allegations contained in paragraphs “9” and “10”, except admits that Defendant ACRANET was retained to issue a loan policy of title insurance to Premium Capital Funding, LLC in connection with plaintiff’s purchase of the subject premises and that ACRANET selected Lawyers Title as the underwriter for said loan policy of title insurance.

4. Denies the allegations contained in paragraphs “11”, “14”, “23”, “24”, “25,” “26”, “28”, “29”, “41”, “42”, “43”, “44”, “45”, “47”, “48”, “49”, “50”, “51”, “53”, “54”, and “55.”

5. Admits the allegations contained in paragraph “12” insofar as it is intended to allege that Lawyers Title is authorized to conduct title underwriting services in the State of New York, and with respect to real property located within the State of New York.

6. Denies the allegations contained in paragraph “13”, except admits that ACRANET is an authorized title agent of Lawyers Title.

7. Repeats and realleges each of its responses to the paragraphs repeated and realleged in paragraphs “40”, “46”, “52”, and “56.”

FIRST DEFENSE

8. The complaint fails to state a claim upon which relief may be granted.

SECOND DEFENSE

9. Plaintiff’s claims are barred, in whole or in part, by reason of his exection and delivery of the “Waiver of Title Insurance (Owner’s Policy),” a copy of which is attached as Exhibit D to the complaint.

THIRD DEFENSE

10. At all relevant times, Lawyers Title acted for its own benefit in searching title and in issuing a loan policy of title insurance to Premium Capital Funding, LLC and not for the benefit of plaintiff and thus owed no duties to plaintiff in connection therewith.

FOURTH DEFENSE

11. By virtue of his own culpable conduct, plaintiff's claims are barred, in whole or in part, under the doctrine of unclean hands.

WHEREFORE, Defendant Lawyers Title demands judgment:

- (A) Dismissing the complaint, with prejudice;
- (B) Awarding its costs and disbursements in this action, including attorneys' fees; and
- (C) Together with such other and further relief as the Court may find just and proper.

Dated: New York, New York
June 22, 2007

~~LOEB & LOEB LLP~~

By: 

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